

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ASIATIC DEY,

Plaintiff,

-against-

OWEN BRYAN and UNION LEASING TRUST INC,

Defendants.
-----X

COMPLAINT

Jury Trial

Plaintiff, by his attorneys, **VIK PAWAR LAW, PLLC**, complaining of the Defendants, respectfully alleges upon information and belief:

PRELIMINARY STATEMENT

This is an action recover damages due to an automobile accident caused by the defendants.

JURISDICTION

This Court has jurisdiction because of complete diversity between the defendants and the plaintiff.

THE PARTIES

1. At all times herein mentioned, Plaintiff, **ASIATIC DEY**, was and still is a resident of the County of Queens and State of New York.

2. At all times herein mentioned, Defendant, **OWEN BRYAN**, was and still is a resident of the State of Pennsylvania, who resides at 649 W King Street, York, Pennsylvania, 17401.

3. That at all times hereinafter mentioned, Defendant, **UNION LEASING TRUST INC.**, was and still is a business corporation duly authorized and existing under and by virtue of the

laws of the State of Illinois, having a place of business at 425 N Nightingale Road, Schaumburg, ILLINOIS, 60173.

4. That at all times herein mentioned the Defendant, **UNION LEASING INC.**, was a duly organized foreign corporation doing business within the State of New York.

5. Defendant, **UNION LEASING INC.**, is a duly organized foreign corporation transacting business in the State of New York.

6. Defendant, **UNION LEASING INC.**, does and/or did solicit business within the State of New York.

7. Defendant, **UNION LEASING INC.**, derives substantial revenue from goods used or consumed or services rendered within the State of New York.

8. Defendant, **UNION LEASING INC.**, expected or should reasonably have expected its acts and business activities to have consequences within the State of New York.

9. Defendant, **UNION LEASING INC.**, derives substantial revenues from interstate or international commerce.

10. Defendant, **UNION LEASING INC.**, is a duly organized proprietorship existing and doing business under the laws of the State of New York.

THE FACTS

11. On or about April 6, 2021, Defendant, **UNION LEASING INC.**, was the owner of a 2018 Dodge motor vehicle bearing a license plate number 33705MM.

12. That at all times hereinafter mentioned, Defendant, **OWEN BRYAN**, was operating and controlling the aforesaid 2018 Dodge motor vehicle bearing license plate numbered 33705MM.

13. That at all times hereinafter mentioned, Defendant, **OWEN BRYAN**, operated and controlled the aforesaid 2018 Dodge motor vehicle with the knowledge, permission and consent of its owner, Defendant, **UNION LEASING INC.**

14. That at all times hereinafter mentioned, Defendant, **OWEN BRYAN**, operated and controlled the aforesaid 2018 Dodge motor vehicle in the course of his employment with Defendant, **UNION LEASING INC.**

15. That on or about April 6, 2021, Plaintiff, **ASIATIC DEY**, was the owner of a 2014 Ford Motor vehicle bearing New York State license plate number T673690C.

16. That on or about April 6, 2021, Plaintiff, **ASIATIC DEY**, operated and controlled the aforementioned 2014 Ford Motor vehicle bearing New York State license plate number T673690C.

17. At all times herein mentioned 183rd Street at its intersection with Liberty Avenue in the County of Queens and State of New York were public roadways and thoroughfares.

18. That on April 6, 2021, while Plaintiff, **ASIATIC DEY**, was lawfully operating his motor vehicle at the aforementioned intersection of 183rd Street and Liberty Avenue, the 2018 Dodge motor vehicle owned by Defendant, **UNION LEASING INC.** and operated by Defendant, **OWEN BRYAN**, came into violent contact with the motor vehicle of the Plaintiff from behind.

19. Plaintiff, **ASIATIC DEY**, was injured.

20. Plaintiff, **ASIATIC DEY**, was seriously injured.

21. That the aforesaid occurrence was caused wholly and solely by reason of the negligence, carelessness, and recklessness of the Defendants, and without any fault or negligence on the part of the Plaintiff contributing thereto.

22. That Defendants were negligent, careless, and reckless in the ownership, operation, management, maintenance, supervision, use and control of the aforesaid vehicle and the Defendants were otherwise negligent, careless, and reckless under the circumstances then and there prevailing.

23. That Plaintiff, **ASIATIC DEY**, sustained serious injuries as defined by §5102(d) of the Insurance Law of the State of New York.

24. That Plaintiff, **ASIATIC DEY**, sustained serious injury and economic loss greater than basic economic loss as defined by §5104 of the Insurance Law of the State of New York.

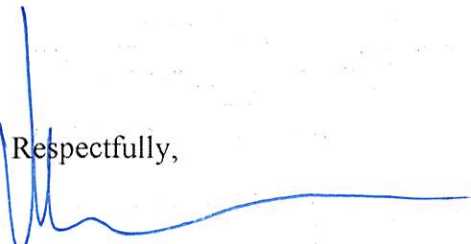
25. That this action falls within one or more of the exceptions set forth in CPLR §1602(6).

26. That by reason of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff **ASIATIC DEY**, demands judgment against the Defendants, **UNION LEASING INC.** and **OWEN BRYAN** herein, in a sum exceeding the jurisdictional limits of all lower courts, together with the costs and disbursements of this action.

Dated: New York, New York
March 28, 2022

Respectfully,



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